

Fax:3026344937

Jun 25 2007 8:30 P.02

JPMorgan **Interest Rate Swap Transaction (REVISION)**

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between:

JPMORGAN CHASE BANK, N.A.
(“JPMorgan”)

and

HOSTWAY CORPORATION
(the “Counterparty”)

on the Trade Date and identified by the JPMorgan Deal Number specified below (the “Transaction”). This letter agreement constitutes a “Confirmation” as referred to in the Master Agreement specified below, and supersedes any previous confirmation or other writing with respect to the transaction described below.

The definitions and provisions contained in the 2000 ISDA Definitions (the “Definitions”), as published by the International Swaps and Derivatives Association, Inc. are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

If JPMORGAN CHASE BANK, N.A. (“JPMorgan”) and HOSTWAY CORPORATION (the “Counterparty”) are not yet parties to an ISDA Master Agreement, the parties agree that this Transaction will be documented under a master agreement to be entered into on the basis of the printed form of the 2002 Master Agreement (the “Master Agreement”) published by the International Swap and Derivatives Association, Inc. (“ISDA”), together with such changes as shall be agreed between the parties. Upon execution and delivery by the parties of the Master Agreement, this Confirmation shall supplement, form a part of, and be subject to such Master Agreement. Until the parties execute and deliver the Master Agreement, this Confirmation, together with all other documents referring to the Master Agreement confirming the transactions entered into between the parties, shall supplement, form a part of, and be subject to the printed form of Master Agreement published by ISDA, as if the parties had executed that agreement in such form (but without any Schedule except for the election of the law of the State of New York as the governing law and US Dollars as the Termination Currency) on the Trade Date of this Transaction.

Ex. C

DK eff 6/21/07

Our

Ref: 6900038288028 / 00095009B05

Sent: 18 June 2007 16:40

Page 1 of 5



The terms of the particular Interest Rate Swap Transaction to which this Confirmation relates are as follows:

A. TRANSACTION DETAILS

JP Morgan Deal Number(s): 6900038288028 / 00095009805
 Notional Amount: USD 52,500,000.00
 Trade Date: 05 June 2007
 Effective Date: 07 June 2007
 Termination Date: 03 June 2010 subject to adjustment in accordance with
 the Modified Following Business Day Convention.

Fixed Amounts:

Fixed Rate Payer: Counterparty
 Fixed Rate Payer Payment Dates: The 03 July, 03 August, 03 September, 03 October, 03 November, 03 December, 03 January, 03 February, 03 March, 03 April, 03 May and 03 June in each year, from and including 03 July 2007 to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention and there will be an adjustment to the Calculation Period.
 Fixed Rate: 5.45000 percent
 Fixed Rate Day Count Fraction: Actual/360
 Business Days: New York, London

Floating Amounts:

Floating Rate Payer: JP Morgan
 Floating Rate Payer Payment Dates: The 03 July, 03 August, 03 September, 03 October, 03 November, 03 December, 03 January, 03 February, 03 March, 03 April, 03 May and 03 June in each year, from and including 03 July 2007 to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention and there will be an adjustment to the Calculation Period.
 Floating Rate for initial Calculation Period: 5.32000 percent
 Floating Rate Option: USD-LIBOR-BBA

OK Elect
 6/22/07



Designated Maturity: 1 Month, except for the initial Calculation Period to which Linear Interpolation shall apply.
 Spread: None
 Floating Rate Day Count Fraction: Actual/360
 Reset Dates: The first day of each Calculation Period.
 Compounding: Inapplicable
 Business Days: New York, London
 Calculation Agent: JPMorgan, unless otherwise stated in the Agreement.
 Fee Amount Payable to Counterparty's Advisor: USD 73,000.00
 Counterparty's Advisor: WILLIAM BLAIR & CO, CHICAGO
 Payment Date: 08 June 2007 subject to adjustment in accordance with the Following Business Day Convention

B. ACCOUNT DETAILS

Payments to JPMorgan in USD: JPMORGAN CHASE BANK, N.A.
 JPMORGAN CHASE BANK, NATIONAL
 ASSOCIATION
 BIC: CHASUS33XXX
 AC No: 099997979

Payments to Counterparty in USD: As per your standard settlement instructions.

C. OFFICES

JPMorgan: NEW YORK
 Counterparty: CHICAGO

D. GOVERNING LAW

The laws of the State of New York, provided, however, that upon execution of the Master Agreement, this Confirmation shall be governed by the law governing such Master Agreement.

E. DOCUMENTS TO BE DELIVERED

Each party shall deliver to the other, at the time of its execution of this Confirmation, evidence of the incumbency and specimen signature of the person(s) executing this Confirmation, unless such evidence has been previously supplied and remains true and in effect.

F. RELATIONSHIP BETWEEN PARTIES

Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

Our Sent: 18 June 2007 16:40 Page 3 of 5
 Ref: 6900038288028 / 00095009805

Wright
6/27/07



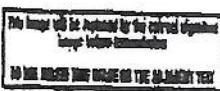
(a) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(b) *Assessment and Understanding*. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is capable of assuming, and assumes the risks of that Transaction.

(c) *Status of Parties*. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter, telex or facsimile substantially similar to this letter, which letter, telex or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms. When referring to this Confirmation, please indicate: JPMorgan Deal Number(s): 6900038288028 / 00095009805

JPMorgan Chase Bank, N.A.



START SIGNATURE; U284298

Carmine Pilla

Name: Carmine Pilla
 Title: Vice President

Accepted and confirmed as of the date first written:
HOSTWAY CORPORATION

Name: St. Elliott, 6/22/07
 Title: Chief Financial Officer
 Your reference number: _____

JPMorganChase

Kevin G. Mruk
Legal & Compliance Department
JPMorgan Chase & Co.
10 South Dearborn, Floor 11
Chicago, IL 60603-2003

Direct Dial: (312) 732-7105
Facsimile: (312) 732-5144
E-Mail: kevin.g.mruk@jpmchase.com

JULY 15, 2008

EX. D

VIA OVERNIGHT MAIL

Hostway Corporation
Attn: Lucas Roh/Chris Messinides
One North State Street, 2nd Floor
Chicago, IL 60602

Gentlemen:

Reference is made to that certain ISDA 2002 Master Agreement, dated as of June 1, 2007 (the "ISDA Agreement"), between JPMorgan Chase Bank, N.A. ("JPM") and Hostway Corporation ("Hostway"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the ISDA Agreement.

Pursuant to Section 4(a)(ii) of the ISDA Agreement and Part 3(b) of the Schedule to the ISDA Agreement, Hostway agreed to deliver copies of the financial statements and reports outlined in Section 5.1(c) of the Loan Agreement to JPM in accordance with the delivery dates set forth in Section 5.1(c) of the Loan Agreement. This letter is to notify you that Hostway has failed to deliver the financial statements and reports outlined in Section 5.1(c) of the Loan Agreement with respect to the fiscal year ending December 31, 2007 within the time period set forth in Section 5.1(c) of the Loan Agreement. Pursuant to Section 5(a)(ii)(1) of the ISDA Agreement, Hostway must remedy such failure within 30 days of the receipt of this notice or an Event of Default shall have occurred under the ISDA Agreement.

In addition, pursuant to Section 5(a)(vi)(1) of the ISDA Agreement, the occurrence of a default, event of default or other similar condition or event under the Loan Agreement which has resulted in the indebtedness thereunder becoming, or becoming capable at such time of being declared, due and payable under the Loan Agreement before it would otherwise have been due and payable constitutes an Event of Default under the ISDA Agreement. Moreover, pursuant to Part 1(7) of the Schedule to the ISDA Agreement, it shall be an Additional Termination Event under the ISDA Agreement if at any time an Event of Default occurs under the Loan Agreement.

Accordingly, at your earliest convenience please: (i) provide JPM with the financial statements and reports outlined in Section 5.1(c) of the Loan Agreement with respect to the fiscal year ending December 31, 2007; (ii) provide JPM with a duly executed and completed Compliance Certificate (as defined in the Loan Agreement) required to accompany each delivery of financial statements under Section 5.1(e) of the Loan Agreement; and (iii) notify JPM whether or not a default, event of default or other similar condition or event has occurred under the Loan Agreement (and if so, identify the nature

CHASE 

Ex. E

August 26, 2008

VIA COURIER

Hostway Corporation
425 W. Randolph Street, 8th Floor
Chicago, IL 60606
Attention: Lucas Rob/Chris Messinides

Ladies and/or Gentlemen:

Reference is hereby made to the ISDA 2002 Master Agreement between JPMorgan Chase Bank, N.A. ("JPMorgan") and Hostway Corporation (the "Counterparty") dated as of June 1, 2007, (the "Master Agreement"). All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Master Agreement.

We hereby notify you that an Event of Default has occurred and is continuing with respect to the Counterparty under Section 5(a)(ii) of the Master Agreement.

As a result of such occurrence and continuance, JPMorgan has the right to designate an Early Termination Date in respect of the Master Agreement and all outstanding Transactions. We hereby designate August 26, 2008, as the Early Termination Date under the Master Agreement in respect of all outstanding Transactions.

We will make the calculations contemplated by Section 6(e) of the Master Agreement on or as soon as reasonably practicable following the occurrence of the Early Termination Date and will provide to the Counterparty the statement required by Section 6(d)(i) of the Master Agreement.

JPMorgan hereby reserves all rights under the Master Agreement and applicable law.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: 
Name: Mark J. Fucinato
Title: Senior Vice President

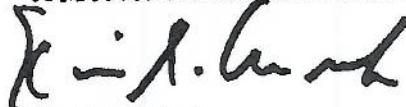
of such default with particularity) which has resulted in the indebtedness thereunder becoming, or becoming capable at such time of being declared, due and payable under the Loan Agreement before it would otherwise have been due and payable. The requested documents and information should be sent to the attention of Curtis Reed, Jr. at the following address:

JPMorgan Chase Bank, N.A.
10 South Dearborn, Floor 34
Chicago, IL 60603-2003.

JPM hereby expressly reserves all of its rights and remedies under the ISDA Agreement and applicable law relating to the foregoing. If you have any questions, feel free to contact me via any of the addresses and numbers set forth above.

Sincerely,

JPMORGAN CHASE BANK, N.A.



Kevin G. Mruk
Vice President & Assistant General Counsel



EX. F

August 27, 2008

VIA FAX AND FEDERAL EXPRESS

Hostway Corporation
425 W. Randolph Street, 8th Floor
Chicago, IL 60606
Attention: Lucas Roh/Chris Messinides

Ladies and/or Gentlemen:

Reference is hereby made to the ISDA 2002 Master Agreement between JPMorgan Chase Bank, N.A. ("JPMorgan") and Hostway Corporation (the "Counterparty") dated as of June 1, 2007, (the "Master Agreement"). All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Master Agreement.

On August 26, 2008, we notified the Counterparty by letter (the "Notice") that an Event of Default has occurred and is continuing with respect to the Counterparty under Section 5(a)(ii) of the Master Agreement and designated August 26, 2008 as the Early Termination Date under the Master Agreement in respect of all outstanding Transactions.

We have made the calculations contemplated by Section 6(e) of the Master Agreement and this document constitutes the statement required by Section 6(d)(i) of the Master Agreement.

As of August 26, 2008, there was one Transaction outstanding between JPMorgan and the Counterparty, the terms of which are set forth in that certain Confirmation with a Trade Date of June 5, 2007 (JPMorgan Reference Numbers 6900038288028 / 00095009805). Such Transaction was terminated pursuant to the terms of the Master Agreement and the Notice of August 26, 2008 (the "Terminated Transaction"). As a consequence of the termination of the Terminated Transaction, the Counterparty is obligated to pay \$2,349,000 to JPMorgan (the "Early Termination Amount"). The Early Termination Amount was determined in accordance with Section 6(e)(i) of the Master Agreement. The Early Termination Amount of the Terminated Transaction is set forth below.

| | |
|-----------------------|--|
| \$2,349,000.00 | (Close-out Amount payable by Counterparty to JPMorgan) |
| \$ 0 | (Unpaid Amounts payable by Counterparty to JPMorgan) |
| <u>- \$ 0</u> | (Unpaid Amounts payable by JPMorgan to Counterparty) |
| <u>\$2,349,000.00</u> | (Early Termination Amount payable by Counterparty to JPMorgan) |

Payment of the Early Termination Amount should be sent to JPMorgan by wire transfer in immediately available funds as follows:

JPMorganChase Bank
270 Park Ave - 31st floor



Mail Code NY1-K622
New York, NY 10017-2014
ABA # 021000021
For credit to the Special Loan Group a/c # 144002419
Attn: Dennis P Murphy
Ref: Hostway Corporation

JPMorgan hereby reserves all rights under the Master Agreement and applicable law.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: A handwritten signature in black ink, appearing to read "Mark J. Fucinato".

Name: Mark J. Fucinato
Title: Senior Vice President